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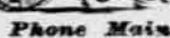
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## SECRETS LAID BARE

More Light Cast  
Upon Sumner  
Cases.

Sidelight on Visit of  
Federal Senate  
Commission.

Magoon Stands by His Testimony  
in Chief—Highton Reveals the  
"Firm's" Connections.

On the resumption of the disbarment proceedings against Humphreys and Thompson, before the Supreme Court yesterday morning, Mr. Thompson took up the cross-examination of Mr. Magoon where Mr. Humphreys had rested the previous afternoon. This was taken as regular then, but Attorney General Andrews appealed to practice late in the day against too much of counsel in that line.

It was when Humphreys and Thompson had seemingly exhausted their inquisitorial acumen and memoranda upon Mr. Highton, and the court had taken a hand itself in bringing out points, that John W. Cathcart suddenly interjected an interrogatory to the witness.

### TOO MANY INQUISITORS.

Mr. Andrews asked for whom the questioner appeared and when Mr. Thompson said he had asked to have Mr. Cathcart entered of counsel for the respondents, the Attorney General objected to associate counsel's continuing the cross-examination. He said the usual practice was for but one attorney on a side to cross-examine one witness.

Mr. Thompson apparently submitted to the objection by repeating Mr. Cathcart's question for him, but associate counsel came up again with the question:

### MAGOON'S EVIDENCE.

Mr. Magoon was questioned minutely on the conference in his office over the settlement. The first he knew of any compromise was when Thompson came to his office with Sumner, Wally Davis, Geo. A. Davis and others. Thompson would not accept less than \$30,000 for the Ellises, and Wally Davis would not consent to more than \$10,000. Thompson objected to Wally Davis's presence, as it was a conference of attorneys. Wally Davis informed witness the \$30,000 was a bluff and that the Ellises side would accept \$12,000. Witness had no authority to compromise at that time, but afterward understood that Sumner was willing to give \$10,000. He remembered the insanity suit, when G. A. Davis sent for him and he telephoned Humphreys to ask if it would embarrass him if he (witness) took the other side; didn't know then which case it was; made no attack then against Humphreys, but Humphreys indulged in a trade against him which the judge wouldn't stop.

### THE TRADE STICKS.

The court declined to sustain Mr. Thompson's objection to strike out the testimony about the trade by Humphreys. Later the court sustained Andrews in objecting to testimony as to names on affidavits of Sumner's sanity.

### RELUCTANCE IN DENOUNCING.

Witness had singled out the name of Ellis on the affidavit because it was in his mind; did appear with G. A. Davis to put Sumner under guardianship and later appeared to defend him in another suit; did not object to Thompson appearing in the suit for a new trustee, Robert vs. Sumner, as he didn't think he had been attorney for Sumner; when he filed affidavits against Humphreys and moved to have his name stricken as counsel from the records, he was ready for trial and wanted to have night sessions at the court was not willing; Judge Bolt asked him to withdraw the motion, not with the alternative of going to immediate trial, but because it would delay the case; did say he would not have charged Sumner \$3000 for the compromise; received \$2500 fee in Maria S. Davis case, and Geo. A. Davis was to get \$5000; he wouldn't think of the proposal of Humphreys, as it was a bluff, holdup, an outrage; saw nothing criminal in it; did not know about nothing being improper unless it was

criminal; there was a man with whom he was on most intimate terms, did not want to think his proposition was blackmail; from standpoint of witness it was highly improper.

Mr. Magoon was questioned on his direct testimony as to the blanket trust deed of Sumner to Wally Davis, but nothing inconsistent therewith was elicited. When this deed was executed, he released Sumner's power of attorney to himself. He did not record the trust deed, not deeming it necessary.

### HUMPHREYS WAGERS GOLD.

Attorney J. Lightfoot, who has office room in Magoon's and works for him, testified to a conversation with Humphreys in the Law Library one night. Humphreys drew from his pocket "a large number of gold pieces" and offered to wager them against a smaller amount that he would win the case against Sumner; Humphreys was very serious about it, and said he would appeal from the Hawaiian Supreme Court, if it decided adversely, to the Federal Supreme Court on the ground that Chief Justice Frear and Justice Perry were disqualified.

### HANDWRITING OF HUMPHREYS.

Miss Clark, formerly stenographer for Humphreys, Thompson & Watson, identified various documents as having been typewritten by her; the answer in the guardianship suit was not dictated but given her in the handwriting of Humphreys; was told by Humphreys to make excuses to Mr. Highton if he came to have typewriting done, as she was not employed by him; did not understand she was to do no outside typewriting; did work for Senator Foster, which "he kindly paid for;" also for E. S. Gill, for which she was never paid.

### AFTERNOON SESSION.

Henry Highton, attorney, was on the witness stand throughout the afternoon. Examined by the Attorney General, he told of the overtures for compromise that were opposed by him. It was after the railway case was settled; terms were Magoon and Davis were to get \$5000; (witness went into details in answer to questions) all three cases settled at once; I was not in favor of settlement; negotiations in behalf of Sumner were conducted by Thompson; under settlement \$110,000 was paid by railroad company.

"Whose money was paid?"  
Mr. Thompson objects—the Supreme Court had decided whose money it was.

### PARTIES WERE FRIENDLY.

Court suggests question of "what" money was paid. Witness repeated the familiar details of the distribution of the money and said the payments were made to the order of John K. Sumner; could not remember any conversation in which Humphreys raised a question as to Sumner's ownership of the money; had so many conversations, didn't think there was any particular discussion on that question; all seemed friendly—Sumner, Mrs. Davis, Mrs. Buffandeau, etc. (Identifies letters showing his disapproval of settlement involving a denial of Sumner's right to do as he pleased with the \$110,000 from the railway company, but expressing assent to a proposed voluntary agreement between Sumner and the Ellises as later carried out—one a formal letter from himself to Sumner and the Ellises and another their formal reply.) Reason witness mentioned as a matter of course in his letter the proposed payments to the Ellises was that Sumner had told him over and over again that he intended to give them \$10,000 apiece; he had consulted Thompson occasionally as representing Sumner.

### HIS FIRST ENGAGEMENT.

Cross-examined by Mr. Humphreys, witness related what he said was the gist of an interview with Judge Humphreys at his chambers, when the latter while still on the bench had sent for him and put him in the way of an engagement by the Ellises; Humphreys while on the bench never discussed the case with him; had looked over dates the other day and was still puzzled about what took place, and who were present in his room in the Boston building when matters between Sumner and the Ellises were discussed.

Mr. Humphreys here reeled off a score or more of questions without pause for answers, at the conclusion of the series asking if with his memory thus refreshed he could recall the negotiations at the time and place mentioned. He thought on Sumner's behalf they suggested \$106,000 as the price the railway should pay; (identifies a letter he wrote to Hatch & Silliman, attorneys for railway, saying, "Now I do remember some things.")

### CATHCART SKINNED.

Remember Cathcart was there and that you gave him a rather stiff dressing down about proposition to give him trust deed and \$75 a month; you gave him a good skinning; put him down and set him down pretty hard; you broke up that agreement with Cathcart completely; think you said you would advise your client, Wm. S. Ellis, against the proposed Cathcart deal; am positive that at that time Sumner had ratified the agreement to pay you a fee of \$2500 as attorney for the Ellises; Sumner brought guardianship papers to my room and I took them to your office.

Mr. Humphreys asked another string

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## FUKURODA

If questions, among others if he had not told him Sumner had answered greetings by Humphreys on the street angrily, saying, "You and Willie Ellis broke my deed to Cathcart," and if he had not told witness that, on account of Sumner's hostility and of being attorney for the Ellises, he (Humphreys) could have nothing to do with Sumner or his affairs, but would consent to have Thompson assist him.

### ALL SUMNER.

Witness remembered counsel telling him of some trouble between Sumner and himself a few years ago, but could not recollect his saying that he would have nothing to do with Sumner. Part of \$500 retainer of the Ellises to witness was made up by Mr. Buffandeau, but mainly paid by Sumner; Humphreys was not present in office of witness when settlement was made; did not remember if Cathcart was there, only knew he got \$1000; actual distribution of money was not made in his office; reference in his letter to Humphreys being more particularly attorney for the Ellises was made in accordance with the former suggestion by Humphreys; witness then regarded it as all one litigation, the objective point being Sumner.

Mr. Humphreys offers in evidence Highton's letter to Hatch & Silliman and this firm's reply, which declined negotiations for compromise while a temporary injunction was in force.

### THOMPSON ALWAYS CONSULTED.

To Mr. Thompson—I drew all the papers in both the cases (railway and guardianship); think typewriting was done in the Stangenwald building, perhaps some of it in the office of Humphreys, Thompson & Watson. (Relates proceedings before Judge Gear, who transferred case to Judge Robinson.) You (Thompson) were not in it before Gear. (Tells of Robinson throwing up the case, and De Bolt taking it up.) Sometimes you were not there and sometimes I was not there; quite likely I go out to the light well (on an occasion mentioned by counsel) and ask Willie Ellis where you were; would certainly have done so if you had not been there.

Mr. Thompson (showing diary of witness)—"What do you mean by saying, 'After some skirmishing the case was continued to 1:30 p. m.'?"  
Mr. Highton—"Well, it would be hard to describe the skirmishing in that case?"

Mr. Thompson—"Was I in the line or in the reserves?"

### NEVER ANY DOUBT

Mr. Highton in reply made phatic statement to the effect: never regarded Mr. Thompson other light than as representing him in cooperation with witness.

Attorney General Andrews to a question as to why witness not get a release from the E. Sumner. Mr. Thompson was asked on the relevancy of the question, as one of the principal witnesses against Humphreys and him that they neglected to obtain release. After respondents were ordered to retire for consultation, Thompson began the previous cross-examination with the of whom he did represent at the time.

### PROTECTION TO ALL

Witness answered that he represented William Ellis, John Mrs. Buffandeau, as he believed John K. Sumner was entitled to control of the money. When he found the Ellises and Sumner holding perfectly friendly relations, with Sumner desirous of making payments to the Ellises, he considered that they (the attorneys) were in duty bound to look after the interests of all of them.

His original contract with Sumner was in connection with the suit of the O. R. & L. Co.; it was for that he received his fee, and he felt it his duty to appear for Sumner in the other cases as they arose, for which he made no charge.

### THOUGHT IT BLACKMAIL.

Thought he did advise against a settlement with Maria S. Davis, and that he considered it a case of blackmail, and that his forty-five years of experience made him oppose the compromising of cases that had no merit. He believed if the railway's suit had been settled it would have been beaten. Couldn't very well have told Willie Ellis and Mrs. Buffandeau in the office that he considered Sumner's a part of the deed of trust.

Witness did not remember seeing Sumner or Mrs. Davis in the guardianship suit; thought he showed the papers to Mr. Thompson; has been my habit to show important papers to counsel associated with me.

It was here that Attorney Cathcart made an actual appearance as reported.

At 4 o'clock the court adjourned until 10 o'clock this morning.